

ITEM # 15-1195

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF SANTA FE AND THE CITY OF SANTA FE
FOR THE FRENCHY'S FIELD TO SILER SEGMENT OF THE SANTA FE RIVER
TRAIL PROJECT**

This Memorandum of Agreement is entered into by and between **Santa Fe County**, a subdivision of the state of New Mexico, (the "County") and the **City of Santa Fe**, a municipal corporation (the "City").

WHEREAS, the Santa Fe River Greenway project ("Project") is a joint effort between the County and the City to construct approximately 15 miles of continuous greenway of public parks and trails from downtown Santa Fe to the City of Santa Fe Wastewater Treatment Plant west of NM 599 along the Santa Fe River; and

WHEREAS, on September 14, 2004, the County and the City entered into the Memorandum of Agreement between the County and the City for the Joint Regional Trails and Open Space Santa Fe River Trail Project (the "2004 MOA"), subsequently amended five times, articulating the parties' desire to work together to complete the Project; and

WHEREAS, the City and the County entered into the *Settlement Agreement and Mutual Release of Claims* ("2008 Settlement"), on May 19, 2008, to resolve ongoing lawsuits and issues concerning annexation; and

WHEREAS, when the 2004 MOA was entered into by the City and County certain parts of the Project were located outside the City limits. After the implementation of the 2008 Settlement those parts of the Project are now located within the City limits; and

WHEREAS, the County has worked and desires to continue to work on the acquisition of real property interests that are needed for the Project, some of which are now located within the City limits; and

WHEREAS, the County is currently engaged in the acquisition of real property interests in the area along the Santa Fe River from Camino Carlos Rael to the Siler Road bridge in the City of Santa Fe (the "Frenchy's Field to Siler Segment"); and

WHEREAS, NMSA 1978, § 4-36-6 (Parks; county government acquisition) provides that "[n]o county government shall acquire property within the exterior boundaries of any other local government for park purposes unless it has received the prior approval for such acquisition for such purposes from the governing body of the local government within whose boundaries the property is situated"; and

WHEREAS, Paragraph 2.q of the 2008 Settlement states that the City shall provide municipal services within the areas annexed pursuant to the 2008 Settlement.

NOW, THEREFORE, the City and County agree as follows:

1. SCOPE OF AGREEMENT

A. The County shall:

1. Acquire property interests that are necessary for the Frenchy's Field to Siler Segment of the Project.
2. Construct the Frenchy's Field to Siler Segment in substantial conformity with the completed 100% construction drawings prepared by Weston Solutions Inc., on July 30, 2013, to include river restoration and a 10-foot wide, multi-modal path along the Santa Fe River.
3. Upon completion of acquisition, design, and construction of the Frenchy's Field to Siler Segment as described above, convey the real property interests and improvements in the Frenchy's Field to Siler Segment by quitclaim deed or assignment without warranty covenants.

B. The City shall:

1. Grant approval, and hereby does grant approval, to the County to acquire property interests for park purposes within the City limits necessary to construct the Frenchy's Field to Siler Segment as provided in NMSA 1978, § 4-36-6.
2. Accept from the County the grant or conveyance of all interests in real property and improvements in the Frenchy's Field to Siler Segment.
3. Upon acceptance of the conveyance from the County, own, operate and maintain the Frenchy's Field to Siler Segment at its sole costs and expense.
4. Cooperate with the County in obtaining the State Board of Finance approval of the conveyance contemplated hereby as required by NMSA 1978, § 13-6-2.1.

2. EFFECTIVE DATE AND TERM

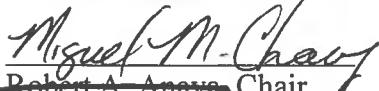
This Agreement shall become effective on the last date written below and shall terminate upon the State Board of Finance's approval of the conveyance and the City's acceptance of the conveyance of the real property interests and improvements for the Frenchy's Field to Siler Segment.

3. THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries of this Agreement, and no person other than the City and the County may rely on or enforce this Agreement.

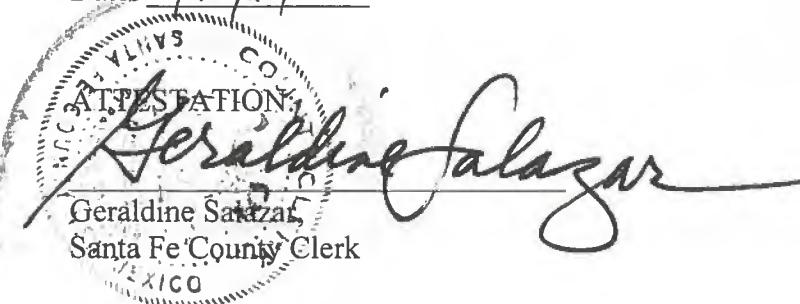
IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

SANTA FE COUNTY:



for
Robert A. Anaya, Chair
Santa Fe County Board of County Commissioners

Date: 11/2/16



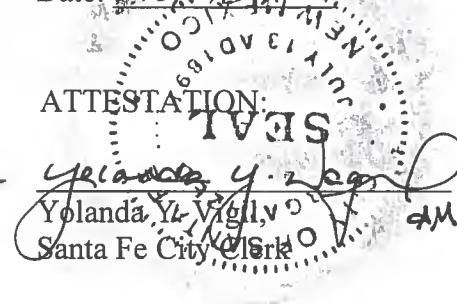
Date: 11-12-2016

CITY OF SANTA FE:



Brian K. Snyder, City Manager
City of Santa Fe

Date: 11/2/2016



Date: 12-2-15

APPROVED AS TO LEGAL FORM:



Gregory S. Shaffer,
Santa Fe County Attorney

Date: 11/20/15



Kelley Brennan,
Santa Fe City Attorney

Date: 11/24/15

FINANCE DEPARTMENT:



Carole H. Jaramillo,
Santa Fe County Finance Director

Date: 11/23/15



Oscar S. Rodriguez,
Santa Fe City Finance Director

Date: 11-30-2015 ASJN

4. ASSIGNMENT

Neither the City nor the County shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the parties for the performance of this Agreement. If sufficient appropriations and authorizations are not granted, this Agreement shall terminate upon written notice. The decision as to whether sufficient appropriations and authorizations are available shall be accepted by the parties and shall be final.

6. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

7. RESPONSIBILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. The Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA1978 § 41-4-1.

9. SCOPE OF MEMORANDUM OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

10. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico.

MEMORANDUM OF AGREEMENT
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UNTY OF SANTA FE)
ATE OF NEW MEXICO) ss
Hereby Certify That This Instrument Was Filed for
record On The 13TH Day Of January, 2016 at 09:10:07 AM
and Was Duly Recorded as Instrument # 1783850
The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy *Laura Kennedy*

